

CITY OF FAIRFIELD

RESOLUTION NO. 2015 - 208

RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT FOR CONSULTING SERVICES BETWEEN THE CITY OF FAIRFIELD AND DREYFUSS AND BLACKFORD ARCHITECTS FOR ARCHITECTURAL AND ENGINEERING SOLICITATION DOCUMENTS FOR THE FAIRFIELD TRANSPORTATION CENTER EXPANSION DESIGN-BUILD PROJECT

WHEREAS, the City is in the process of expanding and improving the Fairfield Transportation Center; and

WHEREAS, the City will implement the construction of a 1,200 space parking garage within the Transportation Center site; and

WHEREAS, the City solicited proposals for the preparation of solicitation documents and Dreyfuss and Blackford Architects was deemed the firm most able to perform this service at a fair and reasonable price.

NOW THEREFORE, THE COUNCIL OF THE CITY OF FAIRFIELD HEREBY RESOLVES:

Section 1. The City Manager is hereby authorized and directed to execute on behalf of the City of Fairfield that certain agreement for consulting services with Dreyfuss and Blackford Architects for the preparation of solicitation documents for the Fairfield Transportation Center Expansion Design-Build Project, for an amount not to exceed five hundred and nine thousand, three hundred dollars (\$509,300.).

Section 2. The Public Works Director is hereby authorized to execute and administer amendments in an amount not to exceed \$50,930 for a total contract authorization of \$560,230.

PASSED AND ADOPTED this 1st day of September 2015, by the following vote:

AYES: COUNCILMEMBERS: Price/Timm/Bertani/Moy/Vaccaro

NOES: COUNCILMEMBERS: NONE

ABSENT: COUNCILMEMBERS: NONE

ABSTAIN: COUNCILMEMBERS: NONE

Nancy F. Price
MAYOR

ATTEST:
Karen L. Rees
CITY CLERK

AGREEMENT FOR CONSULTING SERVICES

THIS AGREEMENT is made and entered into as of Sept 9, 2015, by and between CITY OF FAIRFIELD, a municipal corporation, hereinafter referred to as "CITY" and DREYFUSS & BLACKFORD ARCHITECTS, a California corporation, hereinafter referred to as "CONSULTANT."

RECITALS

A. CITY issued a Request for Proposals ("RFP") for certain consulting services to prepare the solicitation documents for the Fairfield Transportation Center Expansion Design-Build Project (the "Project"); and

B. CITY has elected to utilize the design-build method of Project delivery for the Project, as authorized by Chapter 4 of Part 3, Division 2, of the California Public Contract Code; and

C. CONSULTANT submitted a proposal in response to the RFP, and was selected for this engagement. As a result of consultations with CITY, CONSULTANT submitted a revised proposal dated February 6, 2015 (the "Proposal"); and

D. CITY desires to engage CONSULTANT for the purpose of completing the solicitation documents specified in paragraph (a) of Section 22164 of the Public Contract Code; and

E. CITY and CONSULTANT acknowledge and agree that the solicitation documents prepared by CONSULTANT pursuant to this Agreement will serve as the basis for the request for proposals specified in paragraph (d) of Section 22164 of the Public Contract Code; and

F. CONSULTANT is willing and qualified to undertake the consulting work;

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements herein set forth, the parties do hereby agree as follows:

AGREEMENT

I. DUTIES OF CONSULTANT

CONSULTANT shall provide professional consulting services required for development of the design-build Solicitation Documents for the Project. For purposes of this

Agreement, "Solicitation Documents" shall mean all documents, drawings, specifications, and data necessary to comply with paragraph (a) of Section 22164 of the Public Contract Code, as follows (collectively, "CONSULTANT's Services"):

- A. Proposal. CONSULTANT shall provide the services set forth in the Proposal, a copy of which is attached hereto as Exhibit A and incorporate herein by this reference. In the event of any conflict between CONSULTANT'S Proposal and the provisions of this Agreement, the provisions of this Agreement shall control.
- B. Project Coordination. CONSULTANT shall provide representation at all meetings where his or her presence is deemed necessary by CITY.
- C. Project Management. CONSULTANT shall perform general Project management.
- D. Preliminary Design. CONSULTANT shall provide boundary map, assessment diagram, and right-of-way documents, and prepare a schematic design for the Project and submit it for approval.
 - 1. CONSULTANT shall coordinate and attend a Project design development meeting, as well as develop a Project schedule through construction, evaluate the current construction budget and provide feedback to CITY, develop design strategies and a conceptual improvement plan, prepare preliminary cost estimate, define construction related issues such as Project phasing, utility coordination, etc.
 - 2. CONSULTANT shall coordinate the development of the design-build Project Solicitation Documents with CITY, appropriate private utilities (gas, electric, phone, and cable television) and other public agencies regarding service impacts and possible conflicts. CONSULTANT will be CITY's "Point of Contact" with the utilities and all applications for service, notices of intent, etc. shall be prepared by CONSULTANT and approved by CITY. CONSULTANT shall work with the appropriate utility companies to identify service points for the utilities needed for the Project (telecom, electric, gas, etc.), which shall be shown on the schematic design plans. CONSULTANT shall also determine if any "potholing" of existing utilities is required based on the proposed pavement rehabilitation methods and

coordinate with the appropriate agency to schedule the potholing of their facilities. CITY shall obtain/issue any encroachment permits needed for the work.

3. If identified during the Project definition phase that the existing geotechnical investigation is insufficient to adequately prepare the design-build Project Solicitation Documents, then CONSULTANT shall consult with a geotechnical engineering firm to augment the existing investigation with a geotechnical summary report summarizing test results as well as discussing conclusions and recommendations. Two copies of the geotechnical summary shall be submitted to CITY staff.
4. CONSULTANT shall prepare field survey and a topographical map for use as base sheets for the preliminary design, including existing utilities based on field surface evidence and record improvement plans. From this information, CONSULTANT shall create a three dimensional Project base map to be used in the design and preparation of design-build Project Solicitation Documents.
5. CONSULTANT shall provide a schematic (20%) design to be used as a basis for the competition between design-build entities, including a demolition plan for any improvements needed to be removed, a pre-design narrative, and a preliminary cost estimate. Schematic design plans submitted to CITY for review shall be on 24"x36" paper.
6. CONSULTANT shall attend a follow up meeting to the design development meeting with CITY staff to review comments on the pre-design.
7. CONSULTANT shall prepare the design-build Solicitation Documents mindful that the Project is to be funded through federal sources. All documents prepared under this Agreement shall include the necessary federal provisions so as to not jeopardize the funding.

II. DUTIES OF CITY

CITY shall:

- A. Make available previous plans, reports, and all other data relative to the design of the Project and full information as to CITY's requirements, including title reports and condemnation guarantees as required.
- B. Review preliminary design, estimates, and other documents related to the design-build Solicitation Documents presented by CONSULTANT and render decisions within a reasonable time, and give prompt notice to CONSULTANT at any time CITY observes or otherwise becomes aware of any error, omission, or defect in CONSULTANT's submittals.
- C. Provide soils report.
- D. Provide for all necessary environmental clearances.
- E. Make all necessary provisions for CONSULTANT to enter upon public and private property as required in the performance of CONSULTANT's Services under this Agreement.

III. MISCELLANEOUS PROVISIONS

- A. CONSULTANT shall not assign any rights or duties under this Agreement to a third party without the prior written consent of CITY.
- B. It is understood by and between the parties hereto that CONSULTANT, in the performance of this Agreement, shall act as, and be, an independent contractor and not an agent or employee of CITY. CITY shall have the right to control CONSULTANT only insofar as the results of CONSULTANT's Services rendered pursuant to this Agreement; however, CITY shall not have the right to control the means by which CONSULTANT accomplishes CONSULTANT's Services rendered pursuant to this Agreement.
- C. CONSULTANT represents and warrants to CITY that CONSULTANT has all licenses, permits, qualifications and approvals of whatsoever nature which are legally required for CONSULTANT to practice CONSULTANT'S profession. CONSULTANT represents and warrants to CITY that CONSULTANT shall, at its

sole cost and expense, keep in effect at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required for CONSULTANT to practice his or her profession.

- D. Except as CITY may specify in writing, CONSULTANT shall have no authority, express or implied, to act on behalf of CITY in any capacity whatsoever as an agent. CONSULTANT shall have no authority, express or implied, pursuant to this Agreement, to bind CITY to any obligation whatsoever.
- E. CONSULTANT shall assign only competent personnel to perform CONSULTANT's Services. In the event that CITY, in its sole discretion, at anytime during the term of this Agreement, desires the removal of any person or persons assigned by CONSULTANT to perform CONSULTANT's Services, CONSULTANT shall remove any such person immediately upon receiving notice from CITY of the desire of CITY for the removal of such person or persons.
- F. CONSULTANT shall perform CONSULTANT's Services in the manner and according to the standards observed by a competent practitioner of the profession in which CONSULTANT is engaged in the geographical area in which CONSULTANT practices his or her profession. All products of whatsoever nature which CONSULTANT delivers to CITY pursuant to this Agreement shall be prepared in a substantial, first-class, and workmanlike manner, and conform to the standards of quality normally observed by a person practicing in CONSULTANT's profession. CITY shall be the sole judge as to whether the product of CONSULTANT is satisfactory.
- G. CONSULTANT is not a "public official" for purposes of Government Code §87200 et seq. CONSULTANT conducts research and arrives at conclusions with respect to his or her rendition of information, advice, recommendation or counsel independent of the control and direction of CITY or any CITY official, other than normal contract monitoring. In addition, CONSULTANT possesses no authority with respect to any CITY decision beyond the rendition of information, advice, recommendation or counsel.
- H. The parties hereto agree to immediately and diligently proceed with their respective duties as set forth herein to the end that the Project will be completed satisfactorily within the shortest reasonable time.

- I. CONSULTANT shall not be responsible for damages or deemed to be in default by reason of strikes, lockouts, accidents, or acts of God, or the failure of CITY to furnish timely information or to approve or disapprove CONSULTANT's Services promptly, or delay or faulty performance by CITY, other contractors, or governmental agencies; or any other delays beyond CONSULTANT's reasonable control.

IV. COMPENSATION OF CONSULTANT

- A. Basis of Compensation. For and in consideration of CONSULTANT's Services, CITY agrees to pay CONSULTANT, and CONSULTANT agrees to accept from CITY as full compensation for the services the following maximum, not to exceed, amount(s):
 1. For those services described in Section I, and the Proposal, compensation shall be on a time and material basis with a maximum fee not to exceed Five Hundred Nine Thousand and Three Hundred Dollars (\$509,300.00).
- B. Extra Work and Change Order Fee. Extra Work performed by CONSULTANT for any work required by CITY which is not specified as part of CONSULTANT's Services in Section I, including but not limited to, any changes to CONSULTANT's Services shall be compensated by the use of the time and material fee rates of the attached Exhibit "A." No extra work will be compensated for unless required by CITY in writing.
- C. Schedule of Payments.
 1. CONSULTANT shall submit, and CITY shall pay, monthly invoices for work performed during the previous month. For the time and material services billing shall be based on the hourly and fee rate charges set forth in Exhibit "A" attached hereto, and on the number of hours expended on the Project by each classification of employee.
 2. In the event Project is terminated, CITY shall pay to CONSULTANT full compensation for work performed up until the date of CONSULTANT's receipt of written notification to cease work on the Project.

3. CONSULTANT shall notify CITY in writing when CONSULTANT's invoices total billing is within twenty-five percent (25%) of the contract compensation set forth in Section IV.A.

V. TIME OF COMPLETION

CONSULTANT's Services shall be completed 270 days from the date of this Agreement.

VI. PROJECT MANAGERS

- A. CONSULTANT designates Gus Fischer, Partner as it's Project Manager, to remain such unless or until CONSULTANT requests to change the designation and the request is approved by CITY. Major duties shall include:

1. Personally direct all work essential to the Project.
2. Sign all letters and instruments as requested by, and on behalf of, CITY.
3. Attend public meetings related to the Project.

- B. CITY designates Peter J. Wright, Associate Civil Engineer, as its Project Manager, or such other person as the CITY Engineer may designate in writing. CITY's Project Manager shall be CONSULTANT'S primary contact with CITY.

VII. CANCELLATION OF AGREEMENT

This Agreement may be canceled at any time by CITY for its convenience upon written notification to CONSULTANT. CONSULTANT shall be entitled to receive full compensation payment for all services performed and all costs incurred to the date of receipt of written notice to cease work on the Project. The compensation will be determined in accordance with Section IV. CONSULTANT shall be entitled to no further compensation for work performed after the date of receipt of written notice to cease work on the Project.

VIII. INDEMNIFY AND HOLD HARMLESS

- A. Indemnity for Design Professional Services. In connection with its design professional services hereunder, CONSULTANT shall hold harmless and indemnify CITY, and its elected officials, officers, employees, servants,

designated volunteers, and those CITY agents serving as independent contractors in the role of CITY officials (collectively, "Indemnitees"), with respect to any and all claims, demands, damages, liabilities, losses, costs or expenses, including reimbursement of attorneys' fees and costs of defense (collectively, "Claims" hereinafter), including but not limited to Claims relating to death or injury to any person and injury to any property, which arise out of, pertain to, or relate to in whole or in part to the negligence, recklessness, or willful misconduct of CONSULTANT or any of its officers, employees, subcontractors, or agents in the performance of its design professional services under this Agreement.

- B. Other Indemnities. In connection with any and all claims, demands, damages, liabilities, losses, costs or expenses, including attorneys' fees and costs of defense (collectively, "Damages" hereinafter) not covered by Section VIII.A, CONSULTANT shall defend, hold harmless and indemnify the Indemnitees with respect to any and all Damages, including but not limited to, Damages relating to death or injury to any person and injury to any property, which arise out of, pertain to, or relate to the negligent acts or omissions of CONSULTANT or any of its officers, employees, subcontractors, or agents in the performance of this Agreement, except for such loss or damage arising from the sole negligence or willful misconduct of CITY, as determined by final arbitration or court decision or by the agreement of the parties. CONSULTANT shall defend Indemnitees in any action or actions filed in connection with any such Damages with counsel of CITY's choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. CONSULTANT's duty to defend pursuant to this Section VIII.B shall apply independent of any prior, concurrent or subsequent misconduct, negligent acts, errors or omissions of Indemnitees.
- C. Survival of Indemnification Obligations. Acceptance of insurance certificates and endorsements required under this Agreement does not relieve CONSULTANT from liability under this indemnification and hold harmless clause. The Indemnities in this Section VIII shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

- D. Survival of Terms. CONSULTANT's indemnifications and obligations under this Section VIII shall survive the expiration or termination of this Agreement.

IX. INSURANCE

- A. Minimum Scope and Limits of Insurance. CONSULTANT shall procure and at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:
1. Commercial General Liability Insurance with a minimum limit of One Million Dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage and a general aggregate limit of Two Million Dollars (\$2,000,000) per Project or location.
 2. Automobile Liability Insurance for any owned, non-owned or hired vehicle used in connection with the performance of this Agreement with a combined single limit of One Million Dollars (\$1,000,000) per accident for bodily injury and property damage. If CONSULTANT does not use any owned, non-owned or hired vehicles in the performance of Services under this Agreement, CONSULTANT shall obtain a non-owned auto endorsement to the Commercial General Liability policy required under this Section IX.
 3. Workers' Compensation Insurance as required by the State of California and Employer's Liability Insurance with a minimum limit of One Million Dollars (\$1,000,000) per accident for bodily injury or disease. If CONSULTANT has no employees while performing Services under this Agreement, workers' compensation policy is not required, but CONSULTANT shall execute a declaration that it has no employees.
 4. Professional Liability Insurance with minimum limits of Two Million Dollars (\$2,000,000) per claim and in aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement and CONSULTANT agrees to maintain continuous coverage through a period of no less than three (3) years after completion of the services required by this Agreement.

- B. Acceptability of Insurers. The insurance policies required under this Section IX shall be issued by an insurer admitted to write insurance in the State of California with a rating of A:VII or better in the latest edition of the A.M. Best Insurance Rating Guide. Self insurance shall not be considered to comply with the insurance requirements under this Section IX.
- C. Additional Insured. The commercial general and automobile liability policies shall contain an endorsement naming CITY, its officers, employees, agents and volunteers as additional insureds.
- D. Primary and Non-Contributing. The insurance policies required under this Section IX shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance available to CITY. Any insurance or self-insurance maintained by CITY, its officers, employees, agents or volunteers, shall be in excess of CONSULTANT's insurance and shall not contribute with it.
- E. CONSULTANT's Waiver of Subrogation. The insurance policies required under this Section IX shall not prohibit CONSULTANT and CONSULTANT's employees, agents or subcontractors from waiving the right of subrogation prior to a loss. CONSULTANT hereby waives all rights of subrogation against CITY.
- F. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by CITY. At CITY's option, CONSULTANT shall either reduce or eliminate the deductibles or self-insured retentions with respect to CITY, or CONSULTANT shall procure a bond guaranteeing payment of losses and expenses.
- G. Cancellations or Modifications to Coverage. CONSULTANT shall not cancel, reduce or otherwise modify the insurance policies required by this Section IX during the term of this Agreement. The commercial general and automobile liability policies required under this Agreement shall be endorsed to state that should the issuing insurer cancel the policy before the expiration date, the issuing insurer will endeavor to mail thirty (30) days' prior written notice to CITY. If any insurance policy required under this Section IX is canceled or reduced in coverage or limits, CONSULTANT shall, within two (2) business days of notice from the insurer, phone, fax or notify CITY via certified mail, return receipt requested, of the cancellation of or changes to the policy.

- H. CITY Remedy for Noncompliance. If CONSULTANT does not maintain the policies of insurance required under this Section IX in full force and effect during the term of this Agreement, or in the event any of CONSULTANT's policies do not comply with the requirements under this Section IX, CITY may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, CITY may, but has no duty to, take out the necessary insurance and pay, at CONSULTANT's expense, the premium thereon. CONSULTANT shall promptly reimburse CITY for any premium paid by CITY or CITY may withhold amounts sufficient to pay the premiums from payments due to CONSULTANT.
- I. Evidence of Insurance. Prior to the performance of Services under this Agreement, CONSULTANT shall furnish CITY's Risk Manager with a certificate or certificates of insurance and all original endorsements evidencing and effecting the coverages required under this Section IX. The endorsements are subject to CITY's approval. CONSULTANT may provide complete, certified copies of all required insurance policies to CITY. CONSULTANT shall maintain current endorsements on file with CITY's Risk Manager. CONSULTANT shall provide proof to CITY's Risk Manager that insurance policies expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. CONSULTANT shall furnish such proof at least two (2) weeks prior to the expiration of the coverages.
- J. Indemnity Requirements not Limiting. Procurement of insurance by CONSULTANT shall not be construed as a limitation of CONSULTANT's liability or as full performance of CONSULTANT's duty to indemnify CITY under Section VIII of this Agreement.
- K. Subcontractor Insurance Requirements. CONSULTANT shall require each of its subcontractors that perform Services under this Agreement to maintain insurance coverage that meets all of the requirements of this Section IX.

X. OWNERSHIP OF DOCUMENTS

All documents prepared by CONSULTANT in the performance of his or her duties under this Agreement, including but not limited to, the plans, reproducible mylar plans, specifications, studies, reports, Planning Commission presentation documents and

exhibits, and contract documents shall be the property of the CITY of Fairfield. If this Agreement is canceled in accordance with Section VII above, all completed and partially completed documents prepared by CONSULTANT shall be delivered to CITY in both printed and electronic format within two (2) weeks of notice of cancellation. CONSULTANT shall not obtain or attempt to obtain copyright protection as to any documents prepared hereunder.

XI. SCOPE OF AGREEMENT

This writing constitutes the entire agreement between the parties relative to consulting services on the Project and no modification hereof shall be effective unless or until such modification is evidenced by a writing signed by both parties to this Agreement.

XII. PROHIBITED INTERESTS

No employee of the CITY of Fairfield shall have any direct financial interest in this Agreement. This Agreement shall be voidable at the option of CITY if this provision is violated.

XIII. LOCAL EMPLOYMENT POLICY

- A. The CITY of Fairfield desires wherever possible to hire qualified local residents to work on CITY Projects. Local resident is defined as a person who resides in Solano County.
- B. CITY encourages an active affirmative action program on the part of its contractors, consultants, and developers.
- C. When local Projects require, subcontractors, contractors, consultants, and developers will solicit proposals from qualified local firms where possible.
- D. As a way of responding to the provisions of this program, contractors, consultants, and developers will be asked to provide no more frequently than monthly, a report which lists the employee's name, job class, hours worked, salary paid, city of residence, and ethnic origin.

XIV. EMPLOYMENT DEVELOPMENT DEPT. REPORTING REQUIREMENTS.

When CITY executes an agreement for or makes payment to CONSULTANT in the amount of six hundred dollars (\$600.00) or more in any one (1) calendar year, CONSULTANT shall provide the following information to CITY to comply with Employment Development Department (EDD) reporting requirements:

- A. Whether CONSULTANT is doing business as a sole proprietorship, partnership, limited liability partnership, corporation, limited liability corporation, non-profit corporation or other form of organization.
- B. If CONSULTANT is doing business as a sole proprietorship, CONSULTANT shall provide the full name, address and social security number or federal tax identification number of the sole proprietor.
- C. If CONSULTANT is doing business as other than a sole proprietorship, CONSULTANT shall provide CONSULTANT's federal tax identification number.

XV. MISCELLANEOUS PROVISIONS

- A. Legal Action.
 - 1. Should either party to this Agreement bring legal action against the other, the validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of California, excluding California's choice of law rules. Venue for any such action relating to this Agreement shall be in the Solano County Superior Court.
 - 2. If any legal action or other proceeding, including action for declaratory relief, is brought for the enforcement of this Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees, experts' fees, and other costs, in addition to any other relief to which the party may be entitled.
 - 3. Should any legal action about a Project between CITY and a party other than CONSULTANT require the testimony of CONSULTANT when there is no allegation that CONSULTANT was negligent, CITY shall

compensate CONSULTANT for its testimony and preparation to testify at hourly rates that are agreed-upon in advance in writing by both parties.

- B. Entire Agreement; Modification. This Agreement, including any other documents incorporated herein by specific reference, represents the entire and integrated agreement between CITY and CONSULTANT and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be modified or amended, or provisions or breach may be waived, only by subsequent written agreement signed by both parties.
- C. Non-Waiver of Terms, Rights and Remedies. Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by CITY of any payment to CONSULTANT constitute or be construed as a waiver by CITY of any breach of covenant, or any default which may then exist on the part of CONSULTANT, and the making of any such payment by CITY shall in no way impair or prejudice any right or remedy available to CITY with regard to such breach or default.
- D. Time. Time is of the essence in the performance of this Agreement.
- E. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.
- F. Notices. Except as otherwise required by law, any notice, request, direction, demand, consent, waiver, approval or other communication required or permitted to be given hereunder shall not be effective unless it is given in writing and shall be delivered (a) in person or (b) by certified mail, postage prepaid, and addressed to the parties at the addresses stated below, or at such other address as either party may hereafter notify the other in writing as aforementioned:

To CITY: City of Fairfield, Attn: Peter Wright
Public Works Department
1000 Webster Street
Fairfield, CA 94533

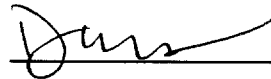
To CONSULTANT: Dreyfuss & Blackford Architects, Attn: Gus Fisher
3540 Folsom Boulevard
Sacramento, CA 95816

A party may change its address by giving written notice to the other party. Thereafter, any notice or other communication shall be addressed and transmitted to the new address. If sent by mail, any notice, tender, demand, delivery or other communication shall be deemed effective three (3) business days after it has been deposited in the United States mail. For purposes of communicating these time frames, weekends and CITY holidays shall be excluded. No communication via facsimile or electronic mail shall be effective to give any such notice or other communication hereunder.

- G. Counterparts. This Agreement may be executed in counterparts, each of which shall be considered an original.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of September 9, 2015.

CITY OF FAIRFIELD
a municipal corporation (CITY)



By: 
Dreyfuss & Blackford, Architects

EXHIBIT "A"

TELEPHONE 916 453 1234

FACSIMILE 916 453 1236

3540 FOLSOM BOULEVARD
SACRAMENTO, CALIFORNIA
95816 6699

DREYFUSS & BLACKFORD

ARCHITECTS

6 February 2015

Peter Wright
City of Fairfield
1000 Webster Street
Fairfield, CA 94533-4833

**Re: Consulting Services to Prepare Solicitation
Documents for the Fairfield Transportation
Center Expansion Design-Build Project -
Revised Fee Proposal**

Dear Mr. Wright,

Following our negotiation meeting on Tuesday, February 3, we are pleased to submit to you the following revised fee proposal.

Scope

The project description is a phased expansion to the existing Fairfield Transportation Center to include a 600 car five level parking structure with the potential of adding an additional five level 600 car parking structure on the site.

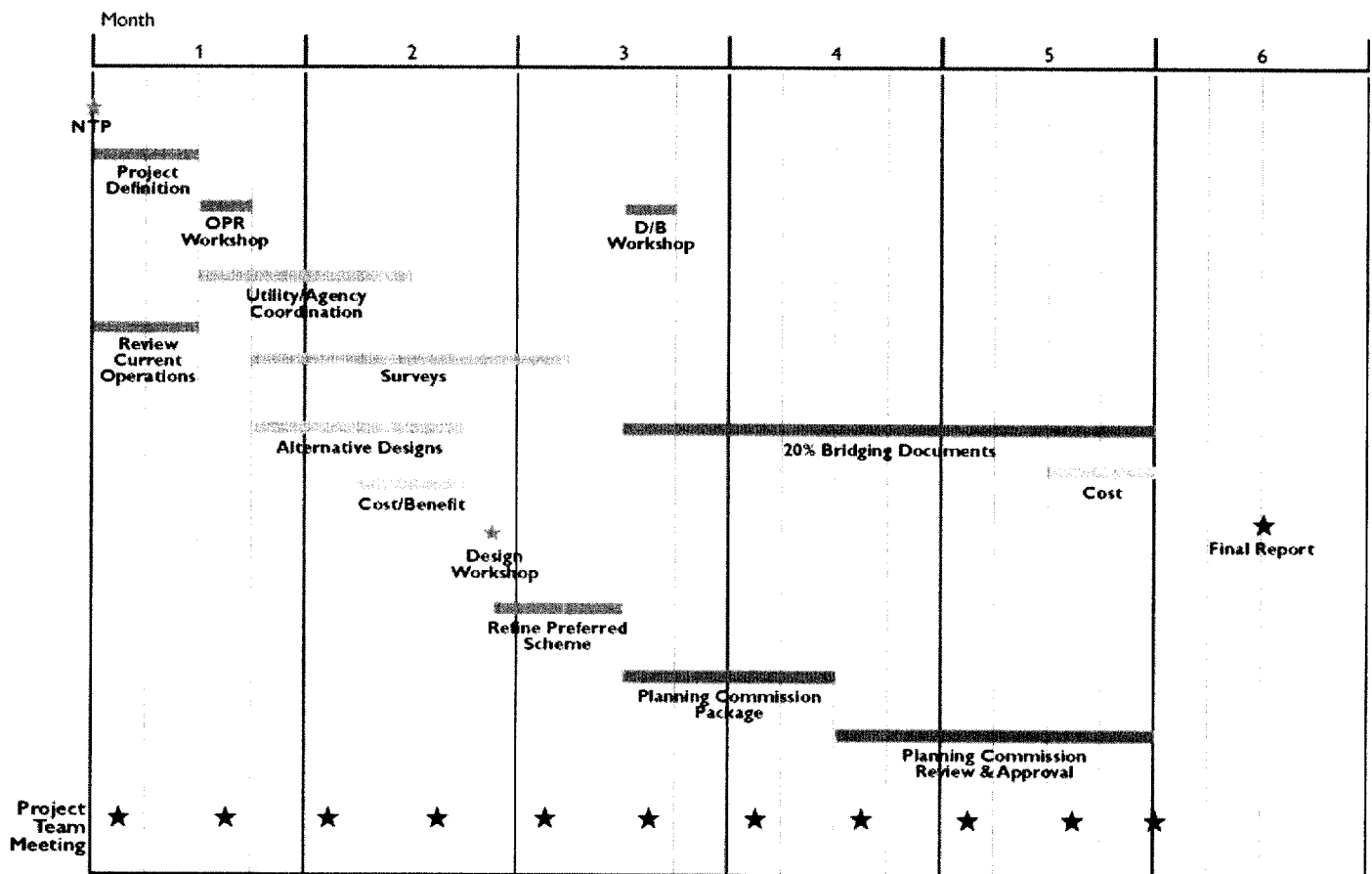
The scope of the consulting services includes the development of project bridging documents that depicts the design of the parking structure at a schematic design level. This package will be used by the City of Fairfield to seek funding for the project. Specific tasks in the consultant's scope of services include:

- A. **Project Definition:** Define project process, project deliverables, budget, project schedule and documents required for permit and Federal Transit Administration (FTA) funding.
- B. **Project Goals:** Conduct an Owner's Project Requirements (OPR) workshop to establish project goals, objectives and conditions of satisfaction.
- C. **Utilities and Agency Coordination:** Coordinate with private utilities and public agencies for utility relocations and related planned improvements.
- D. **Current Operations:** Review current use of Fairfield Transportation Center by transit agencies to clarify use during and after construction.
- E. **Surveys:** Conduct land survey, right-of-way easements and identify additional pot-holing requirements
- F. **Alternative Designs:** Develop phased alternative design solutions.
- G. **Cost Benefit:** Develop cost benefit pros/cons.
- H. **Design Workshop:** Design workshops with stakeholders to identify preferred design alternative.
- I. **Preferred Design:** Define preferred alternative design and perform preliminary construction cost estimate. Verify compliance with all setbacks, City and State codes, storm water regulations and ADA requirements. Incorporate solutions to address deficiencies identified in the previously completed Transportation Center concept study and coordinate with improvements planned as part of the West Texas Gateway Project.
- J. **Planning Commission Application.** Develop planning commission presentation package. Assist the City in the preparation and submittal of applications for City Planning approval.
- K. **Planning Commission Permitting:** Coordinate Planning Commission review and permit with City.

- L. **Bridging Documents:** Bridging Documents to a schematic design level (20%) including drawings, performance requirements and specifications for project improvements.
- M. **Final Report:** Publish final report and coordinate with the City in submitting to FTA for project funding.

Project Schedule

Below is a project schedule depicting the 6 month duration of time required to complete the scope of services.



Fees

Based on the revised scope of services, the following are the fees required:

TASKS		Fee Based on Tasks/Hours					
		Dreyfuss & Blackford					
		PIC \$225	PM \$185	PA \$175	Tech \$150	Total Hours	Total D&B
A. Architectural							
Project Bridging and Solicitation Documents							
1	Project definition	8	40	24	8	80	14,600
2	Project goals	8	16	8	0	32	6,160
3	Utilities & Agency coordination	4	40	24	16	84	14,900
4	Current operations	4	16	12	0	32	5,960
5	Surveys	0	8	24	4	36	6,280
6	Alternative designs	8	40	40	24	112	19,800
7	Cost benefit	4	16	8	0	28	5,260
8	Design workshop	8	8	16	12	44	7,880
9	Preferred Design	4	40	40	32	116	20,100
10	Planning Commission application	8	40	40	16	104	18,600
11	Planning Commission permitting	4	40	12	16	72	12,800
13	Bridging Documents-SD only	120	240	320	340	1,020	178,400
14	Final Report	4	16	8	0	28	5,260
Subtotal Architectural Hours		184	560	576	468	1,788	
Fee		41,400	103,600	100,800	70,200		316,000
B. Consultants							
	Cumming: Cost Estimating						8,050
	BkF: Civil Engineering						39,453
	Callander Assoc.: Landscape Architecture						14,397
	Walker Parking: Structural/Functional						90,000
	Capital Engineering: Mechanical Engineer						9,500
	Engineering Enterprise: Electrical Engineer						21,900
Subtotal Consultants							183,300
Reimbursable Expenses							
	Travel						4000
	Printing						6000
Subtotal Reimbursables							10,000
GRAND TOTAL							\$509,300

Scope of service descriptions from each of the subconsultants is attached for your review.

Should there be a change to the project scope, the following hourly rates will be utilized to calculate the required fees:

Principal in Charge: \$225
Project Manager: \$185
Project Architect: \$175
Technician: \$150

If you should have any questions, please do not hesitate to contact me.

Very truly yours,
Dreyfuss & Blackford Architects



John C. Webre, AIA
President



Building Value Through Expertise

February 6th, 2015

John Webre, AIA
President
Dreyfuss & Blackford Architects
3540 Folsom Boulevard
Sacramento, CA, 95816

Re. Fairfield Transportation Center Expansion Design Build Project
Proposal No: 15-0218
Cost Management Fee Proposal

Dear John,

Thank you for giving Cumming the opportunity to work with you on the above project. It is our understanding that the project involves the construction of a new-build 600 – 1,200 stall parking structure to be built in Fairfield, CA. Dreyfuss and Blackford will serve as the bridging documents design team for this project.

Our scope of services will include the preparation of a flexible estimate to allocated costs to major construction, fixed equipment and furniture elements as required, at the schematic design phase. Additionally we will be required to work with the owner to identify all non-construction specific elements including contingencies, escalation and owner-defined elements.

COST MANAGEMENT SERVICES:	TOTAL
<hr/>	
<u>BASE SERVICES:</u>	
1. Schematic Design / Bridging Documents - Statement of Probable Cost	\$8,050
TOTAL COST MANAGEMENT SERVICES (LUMP SUM)	<hr/> \$8,050
<u>OPTIONAL SERVICES</u>	
1. Construction Cost Reconciliation with Owner's 3rd Party Estimator / GC	\$1,400

Proposed Approach

Accurate and realistic cost management is one of the foundations for project success. We will begin our cost services on the project with an in depth review of all proposed design information. Our cost budget will be "built to suit" the unique challenges and characteristics of the project and in a workable and user friendly format to best communicate all aspects of cost. Our cost models will contain all required direct and indirect construction costs as well as project cost factors and allowances for contingencies and escalation. The model will account for all project conditions (sub contract and general pool, delivery method, schedule, owner requirements, site restraints / logistics) as well as all market variables (credit markets, energy and commodity trends, global impacts, etc.).

Included within our cost management services are the following tasks:

- Review of design information at the schematic design phase
- Preparation of flexible cost estimate based on provided documentation.
- Cost estimating of all direct and indirect construction costs.

Our fees assume any required design information (including drawings, specifications, and reports) required for the performance of our work will be provided in hard copy form and electronically at no cost to Cumming. PDF is the preferred electronic format. The estimates will be present in an industry standard or custom format to suit both design team's review and owner preference.

Fees are valid for 90 days from the date of this proposal. Should any of the above tasks be deleted from our scope of services, we reserve the right to adjust the remaining fees to reflect possible resultant changes to the scope of the remaining service.

We look forward to working with you on this project. We trust the above will be to your satisfaction. We are available to discuss any questions you may have regarding this fee proposal. Please indicate your acceptance by signing below and returning a copy of this document to our office.

Very truly yours,

CUMMING



Brooks Rehkopf
Managing Director

We will be periodically billing for the above mentioned services. Your acceptance of the proposal as indicated below will be binding on both parties.

Accepted by:

Dreyfuss Blackford Architects

Authorized Signatory

Date



HOURLY RATES 2015 COST MANAGEMENT

VICE PRESIDENT / MANAGING PRINCIPAL	\$235.00 per hour
DIRECTOR OF COST MANAGEMENT	\$195.00 per hour
SENIOR COST MANAGER	\$175.00 per hour
COST MANAGER	\$160.00 per hour
COST MANAGEMENT / TECHNICIAN / COORDINATOR	\$115.00 per hour

Project:

Items:

Prepared by:

Scope of Work:

Date/Time:

City of Fairfield

Fairfield Transportation Center Expansion Project (New Parking Structure)

Brooks Rehkopf

Schematic Design / Bridging Documents Statement of Probable Cost and Reconciliation

2/6/15 11:31 AM

FEE PROPOSAL

ITEM		LEVEL OF EFFORT				
REF #	DESCRIPTION	NARRATIVE / SPEC / PLAN REVIEW	ESTIMATE INPUT AND PRICING	MANAGE	MEETINGS	TOTAL
		HR	HR	HR	HR	HR
ESTIMATING - Schematic Design						
1	Kickoff Meeting and Coordination			0.5	0.5	
2	Prepare Cost Estimate					
	Template Development Formatting	1	Included			
	Site Work Demolition	2	Included			
	Architectural	10	Included			1
	Structural	16	Included			1
	Mechanical and Plumbing	4	Included			
	Electrical	6	Included			
3	Document Control QA/QC Manage			2		
4	Follow Up Revisions Review with DBA	1		1	2	
TOTAL PROPOSAL - SCHEMATIC DESIGN		40		3.5	2.5	4



BKF No. 20148108

October 10, 2014

John Webre
Dreyfuss & Blackford Architects
3540 Folsom Boulevard
Sacramento, CA 95816-6699

RE: Proposal for Civil Engineering and Land Surveying Services
Solicitation Documents for: Fairfield Transportation Center Expansion Design-Build Project
Fairfield, California

Dear Mr. Webre:

Per your request, BKF Engineers is pleased to submit this fee proposal for civil engineering and land surveying services for the subject project. We understand the City of Fairfield desires to construct new parking structure at the existing Fairfield Transportation Center surface parking site at the intersection of Auto Mall Parkway and Cadenasso Drive. As part of Design-Build delivery method, the City is requesting consulting services to prepare Design-Build solicitation documents. BKF has been requested to provide land surveying services and civil engineering design and documentation for the solicitation package.

DETAILED SCOPE OF SERVICES

Land Surveying

- Record Research – BKF will review City-provided record documentation. BKF will contact local utility purveyors to request available record information. See also Utility Coordination below.
- Title Report – BKF will contact a title company to procure a title reports for up to three parcels: APN 0028-92-0030, APN 0028-92-0170, and APN 0028-92-0340.
- Boundary Survey – BKF will send a field crew to the site to survey existing street monumentation and property corners to establish control information for the project. BKF will set temporary benchmarks. Using the title report information, associated recorded documents, and field control information, BKF will compile existing lot lines, rights-of-way, and easements in CAD format.
- Topographic Survey – BKF will send a field crew to the site to collect survey data of existing surface conditions at the existing FTC surface parking lot and along Auto Mall Parkway and Cadenasso Drive, as follows:
 - From the intersection of Auto Mall/Cadenasso approximately 800 lineal feet (lf) along the north side of Auto Mall;
 - From the intersection of Auto Mall/Cadenasso approximately 400 lineal feet (lf) along the north side of Cadenasso;
 - From the intersection of Auto Mall/Cadenasso approximately 300 lineal feet (lf) along the south side of Auto Mall;
 - From the intersection of Auto Mall/Cadenasso approximately 375 lineal feet (lf) along the south side of Cadenasso;

- From the intersection of Cadenasso/Beck Avenue, the entire existing Cadenasso median island, approximately 400 lf.

BKF will compile the collected field data in CAD format.

- Base Map – Combining the boundary survey and topographic survey, BKF will provide an existing conditions base map in AutoCAD .DWG format for the team's use in preparing the solicitation drawings.
- Plat and Description – BKF will prepare a plat and description for right-of-way acquisition of a portion of APN 0028-92-0170.

On-site Civil Design & Documentation

- Potholing Evaluation – BKF will evaluate available record information and collected topographic survey information and provide recommendations for positive location of select utilities.
- Site Demolition Plan – BKF will provide a Civil Site Demolition Plan indicating removal of existing surface parking lot site improvements to facilitate construction of the parking structure.
- Site Grading & Drainage Plan – BKF will provide a Site Grading & Drainage Plan. Parking structure pad elevation, spot elevations and slopes will be indicated to demonstrate compliance with accessibility codes and standards. Roof drains from the structure will be connected to the existing public storm drain system.
- Site Utility Plan – BKF will provide a Site Utility Plan documenting a parking structure connection to the sanitary sewer system, including the location of a sand/oil interceptor (to be sized by the mechanical engineer).
- Erosion Control Plan – BKF will provide an Erosion and Sedimentation Control Plan to comply with local and state requirements.
- Specifications – BKF will provide technical performance specification sections associated with the work shown on the civil drawings.

Off-site Civil Design & Documentation

- Off-Site Roadway Demolition Plan – BKF will provide a Demolition Plan indicating removal of existing surface improvements to facilitate construction of the remedial transportation improvements.
- Off-Site Roadway Plan Line – BKF will provide a Plan Line drawing of modifications to Auto Mall Parkway and Cadenasso Drive.
- Erosion Control Plan – BKF will provide an Erosion and Sedimentation Control Plan to comply with local and state requirements.
- Specifications – BKF will provide technical performance specification sections associated with the work shown on the civil drawings.

INCLUSIONS

- Review of available record information.
- Preparation of a narrative regarding existing utility and site constraints.
- Preliminary title report.

- Topographic and boundary survey.
- Base map of existing surface conditions.
- Survey plat & description for right-of-way acquisition.
- Documentation of demolition of existing surface improvements.
- Design and documentation of walks, curbs, curb ramps, gutters, pavements, signage, and striping.
- Design and documentation of site grading.
- Design and documentation of site storm drainage and piping system.
- Design and documentation of a sanitary sewer service line to the parking structure.
- Design and documentation of erosion and sedimentation control.
- Design and documentation of off-site roadway layout reconfigurations.
- Plans, details, and specifications for the above-described items.
- Document submittals at Preliminary and Final 30% solicitation documents.
- Two (2) in-person meetings.

EXCLUSIONS

- Design and documentation of relocation of existing utility systems.
- Design and documentation of on-site detention or retention and hydro-modification.
- Design and documentation of new fire hydrants.
- Design and documentation related to domestic water systems.
- Design and documentation related to the irrigation water system.
- Design and documentation related to fire water systems.
- Design and documentation of normal power and emergency power systems, including generators, fuel systems, and distribution/service infrastructure.
- Design and documentation of telecommunications, fiber optic, alarm, security, and low voltage systems.
- Design and documentation of natural gas systems.
- Design and documentation of geothermal heat pump or ground source heat pump systems.
- Design and documentation of chilled water, hot water, steam, and condensate return systems.
- Design and documentation of fences, enclosures, and/or free-standing walls.
- Design and documentation of lighting and photometrics.
- Design and documentation of lift stations, force mains, and associated hydraulic calculations.
- Meetings other than those specifically included above.
- Documentation of LEED credits.
- Planting and irrigation design and documentation.

- Cost estimating and quantity take-offs.
- Utility capacity studies for existing utility systems.
- Utility surveys and potholes.
- Fire flow testing.
- Flood mapping and map changes.
- Geotechnical engineering.
- Storm Water Pollution Prevention Plan QSD and QSP services.
- Structural calculations and reinforcing details for site slabs, pads, vaults, structures, footings, ramps, stairs, walls, and flow-through planters.
- Submittals, applications, and fees to AHJs and utility purveyors.
- Temporary utility services (power, telecom, water, sewer, etc.)

Assumptions

- Existing site utility systems that may be impacted by the structure footprint are unknown at this time and therefore the effort involved in design and documentation of utility relocations cannot be estimated. If it is discovered that existing utilities require relocations, we can provide this additional design and documentation as part of a contract amendment.
- Building plumbing designer or architect will calculate roof drain flow rates or square footages.
- Geotechnical engineer will provide compaction and pavement recommendations.
- Documentation will occur after selection of preferred alternative.
- New site and off-site improvements will be similar to those shown in Figure 13 of the Traffic Impact Analysis.
- Caltrans right-of-way and State fence will not be impacted by the project.

FEES

- See attached spreadsheet. We will invoice our services monthly on a time-and-expense basis.

We appreciate this opportunity. Please contact me with any questions or comments and thank you for this opportunity.

Sincerely,

Jaysen Long, P.E.
Principal / Vice President

PROJECT: **Fairfield Transportation Center Expansion Design-Build Project**
 OF FIRM: **BKF ENGINEERS**

Classification: Principal PM Project Engineer Surveyor III Party Chief Chairman

Hourly rate: \$ 209.00 \$ 172.00 \$ 129.00 \$ 147.00 \$ 149.00 \$ 104.00 \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ -

HOURS:

														TASK HOURS	BKF LABOR COSTS	DIRECT EXPENSES	TASK TOTAL
															\$ 20,293.00	\$ 2,000.00	\$ 22,293.00
0	4	8	0	0	0	0	0	0	0	0	0	0	0	12	\$ 1,720.00		
0	4	0	16	12	12	0	0	0	0	0	0	0	0	44	\$ 6,076.00		
0	2	24	4	17	16	0	0	0	0	0	0	0	0	63	\$ 8,225.00		
0	1	12	0	0	0	0	0	0	0	0	0	0	0	13	\$ 1,720.00		
0	8	0	8	0	0	0	0	0	0	0	0	0	0	16	\$ 2,552.00		
															\$ 5,996.00	\$ 100.00	\$ 6,096.00
4	12	24	0	0	0	0	0	0	0	0	0	0	0	40	\$ 5,996.00		
0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -		
															\$ 7,716.00	\$ 100.00	\$ 7,816.00
4	16	32	0	0	0	0	0	0	0	0	0	0	0	52	\$ 7,716.00		
0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -		
															\$ 3,048.00	\$ 200.00	\$ 3,248.00
8	8	0	0	0	0	0	0	0	0	0	0	0	0	16	\$ 3,048.00		
0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -		
															\$ -	\$ -	\$ -
0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -		
0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -		
16	55	100	28	29	28	0	0	0	0	0	0	0	0	256	\$ 37,053.00	\$ 2,400.00	\$ 39,453.00



Via Email

October 14th, 2014

Ph: 916.453.1234

Email: jwebre@db-arch.com

Mr. John Webre
Dreyfuss & Blackford
3540 Folsom Boulevard
Sacramento, CA 95816-6699

RE: Fairfield Transportation Center Expansion Design-Build Project/landscape architecture services

Dear John,

Thank you for the opportunity to submit a proposal to assist you in preparing conceptual landscape plans for the Fairfield Transportation Center Expansion Design-Build project.

Under contract with Dreyfuss & Blackford (D&B), Callander Associates will proceed to develop conceptual landscape plans for the site. To assist you in these efforts, we would propose to complete the following tasks in chronological order. The items shown in ***bold-face italics*** are documents that we would prepare as part of our tasks. The numbering below directly corresponds with the RFP.

SECTION 2

A. PREDESIGN AND SOLICITATION DOCUMENTS

1. **Utility Coordination**: Assist D&B with coordination of the utility requirements for irrigation systems.
2. **Alternatives Analysis**: Proceed to develop up to ***two (2) alternative conceptual landscape plans*** to accompany the site plan prepared by D&B. Plans will be a combination of hand drawn graphic and AutoCAD line work. Base and alternative site plans will be provided by D&B.
 - a. Assist D&B with adding landscape graphics to up to three (3) SketchUp models, such as adding shrubs and trees to the model prepared by D&B.
 - b. Provide ***landscape cost estimate*** for one (1) of the alternative designs.
 - c. Provide ***landscape related language*** to be included in project narratives.
 - d. Includes attendance of ***two (2) team meetings*** at D&B offices and ***one (1) site meeting***.

SAN MATEO
311 Seventh Avenue
San Mateo, CA 94401
T 650.375.1313
F 650.344.3290

SAN JOSE
300 South First Street, Suite 232
San Jose, CA 95113
T 408.275.0565
F 408.275.8047

RANCHO CORDOVA
11180 Sun Center Drive, Suite 104
Rancho Cordova, CA 95670
T 916.631.1312
F 916.635.9153

Recreate
Educate
Live+Work
Connect
Sustain
www.callanderassociates.com

Mr. John Webre

RE: FAIRFIELD TRANSPORTATION CENTER EXPANSION DESIGN-BUILD PROJECTS/landscape architecture services

October 14, 2014

Page 2 of 2

3. Preferred Alternatives: Based on input from D&B and the City, proceed to develop the ***preferred conceptual landscape plan*** conforming to the City of Fairfield requirements.
 - a. Assist D&B with adding landscape graphics to up to SketchUp model.
 - b. Provide ***landscape cost estimate*** for the preferred design.
 - c. Provide ***landscape related language*** to be included in project narrative.
 - d. Included attendance of ***one (1) team/City meeting***.
4. No Scope Item
5. No Scope Item
6. Planning Commission Presentation: Provide final revisions to the preferred concept landscape plan and related deliverables for inclusion in presentation to the Planning Commission. Include attendance of ***one (1) planning commission meeting***.

REIMBURSABLE EXPENSES

In addition to the above fees, we would bill for all printing and reproduction, delivery, horticultural soils samples, the communication and insurance surcharge, and other reimbursable expenses as noted in the attached Standard Schedule of Compensation. You should establish a tentative budget for these expenses (see 7.0 Summary below). These costs will be itemized on our invoice and compared monthly with the total allowances to assist you in monitoring these costs.

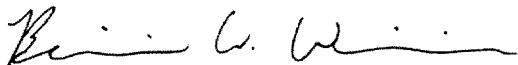
COMPENSATION SUMMARY

Section 2A: Landscape Architecture Services (lump sum).....	\$13,712.00
Reimbursable Expenses (allowance).....	\$ 685.60

Total Compensation \$14,397.60

If you have any thoughts or questions, please call.

Sincerely,



Benjamin W. Woodside, Principal
Callander Associates
Landscape Architecture, Inc.

Attachments: Standard Schedule of Compensation dated 2014

Notice: Landscape architects are licensed by the State of California. Terms and conditions are subject to change after ninety days.

PV976 Fairfield Transportation Center14 10-14

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Landscape Architecture, Inc.



Callander Associates

Landscape Architecture

Standard Schedule of Compensation 2014 RC (Rancho Cordova)

General

The following list of fees and reimbursable expense items shall be used in providing service in the agreement. These amounts shall be adjusted in January, upon issuance of an updated Standard Schedule of Compensation:

Hourly Rates

Senior Principal	\$211/hour	Construction Manager	\$126/hour
Principal	\$154/hour	Assistant 1	\$113/hour
Associate 1	\$149/hour	Assistant 2	\$105/hour
Associate 2	\$137/hour	Assistant 3	\$96/hour
Associate 3	\$123/hour	Assistant 4	\$89/hour
Project Manager 1	\$137/hour	Assistant 5	\$77/hour
Project Manager 2	\$123/hour	Assistant 6	\$71/hour
Project Manager 3	\$119/hour	Word Processor	\$89/hour
Project Manager 4	\$113/hour	Accounting	\$105/hour
Project Manager 5	\$105/hour		

Reimbursable Expenses

All costs for photography, printing and plotting, special delivery, insurance certificate charges, charges for waivers of subrogation, local business licenses, sales taxes, assessments, fees, mileage, all CADD and visual simulation ancillary costs, such as data transfers, tapes and outside services, and all other costs directly related to the project will be billed as a reimbursable expense at our cost plus a fifteen percent (15%) administration charge. The cost of professional liability insurance and all costs associated with cell phones, electronic mail, faxes, long distance phone charges and related telecommunications shall be charged as a combined surcharge of 2.5% on the total fees.

Payments

Payments are due within ten days after monthly billing with amounts more than thirty days past due subject to a 1.5% per month interest charge. Retainer amounts, if indicated, are due upon signing the agreement and shall be applied to the final invoice for the project.

Structure

015				
	\$90,000.00			
Functional	Functional	Structural	Structural	Totals
Fee	Hours	Fee	Hours	
60.00%		40.00%		
\$2,700.00	11	\$1,800.00	7	\$4,500.00
\$13,500.00	69	\$9,000.00	46	\$22,500.00
\$8,100.00	42	\$5,400.00	28	\$13,500.00
\$8,100.00	34	\$5,400.00	23	\$13,500.00
\$10,800.00	64	\$7,200.00	42	\$18,000.00
\$10,800.00	90	\$7,200.00	60	\$18,000.00
\$54,000.00	309	\$36,000.00	206	\$90,000.00



October 16, 2014

JOHN WEBRE, AIA. PRESIDENT
Dreyfuss & Blackford Architects
3540 Folsom Boulevard
Sacramento, CA 95816-6699

PROJECT: FAIRFIELD TRANSPORTATION CENTER EXPANSION DESIGN-BUILD
PROJECT

SUBJECT: PROPOSAL FOR MECHANICAL ENGINEERING SERVICES
PROPOSAL NUMBER OP140369

Dear John;

We are pleased to offer this fee proposal for mechanical engineering services for the subject Project.

A. Project Description: The project is located in Fairfield, CA and consists of preparing "bridging documents" for a new 1200 space parking structure as indicated in the City of Fairfield RFP. The parking structure is planned to be 5-stories above grade and considered to be an "open" garage. The garage may be built in two phases with the initial phase including 600 parking spaces.

B. Scope of Services:

1. The scope of basic services shall include Heating, Ventilating and Air Conditioning (HVAC), Plumbing and Fire Sprinkler system performance criteria suitable for the Owner to use in creating a Design Build (DB) Solicitation Package.
2. PREDESIGN AND SOLICITATION DOCUMENTS PHASE: Perform calculations, and determine space requirements for mechanical, plumbing and fire sprinkler equipment. Coordinate garage "wet" utility requirements with Civil Engineer and local utility companies as required. Participate in 'Alternates Analysis' and review cost estimates prepared by project Cost Estimator. Prepare narrative for selected option including 'preliminary plans' if needed to convey the Mechanical Systems approach to the DB Contractors.

3. **DESIGN-BUILD CONSTRUCTION PHASE SERVICES:** Prepare mechanical addenda and clarification documents, interpret mechanical Drawings and Specifications where required to clarify the intent of the DB Solicitation Package.

C. Clarifications:

1. We have provided for the following services in our fee proposal:
 - a. Drawings (if required) will be produced in 2D AutoCAD. If the Architect is producing documents in Revit, Capital may choose to also produce documents in Revit MEP. However, we assume that no BIM (3D) coordination meetings will be required.
 - b. Attend two (2) team meeting during the Predesign and Solicitation Phase.

D. Extra Services: The following services are not included in this proposal. The Engineer shall be compensated for providing these services when the Architect requests such services.

1. Design services to provide alternate bid items, and descriptions of phased construction except as identified in Paragraphs A and B above.
2. Employment of special sub consultants at the request of the Architect.
3. Preparation of owning or operating cost studies.
4. Life cycle cost analyses, energy effectiveness studies and preparation of maintenance or operating manuals.
5. Mechanical design services related to landscape architectural fountains, water features or water displays.
6. Mechanical design services related to hydraulic calculation of or detailed pipe sizing and design of fire sprinkler system. CECI will provide a performance specification type design for the fire sprinkler system.
7. Design services related to landscape sprinklers, site drainage, site utilities, or special piping systems.
8. Work outside the line five feet from the building.
9. Detailed cost estimates.

10. California Energy Code analysis or compliance documentation.
11. Partnering sessions.
12. Value engineering sessions or review of Contractor or Construction Manager proposed cost cutting recommendations.
13. Work involved in securing utility company rebates.
14. Commissioning of building systems, services related to the development of commissioning plans and services related to support third party commissioning of the building.
15. Design services related to LEED or CHPS certification of building, studies necessary to determine feasibility of LEED or CHPS certification and the preparation or coordination of the documentation necessary for LEED or CHPS certification.

E. Materials and Services Furnished by Others:

1. Base sheets of architectural floor plans and site plan with drawing files in AutoCAD or Revit compatible format, along with full-size or half-size prints of work depicted on electronic files.
2. All reproduction, including drawings, specifications and reports.

F. Compensation:

1. Basic Services: Compensation for Basic Services outlined under Paragraph B above shall be as follows:

Predesign and Solicitation Documents Phase	\$7,500.00
<u>DB Construction Phase Services</u>	<u>\$2,000.00</u>
TOTAL	\$ 9,500.00

The fee provided is valid for [180] days from the date of the proposal. If the Project begins after this time Capital may request an adjustment to the fee to reflect the extended start date.

2. Extra Services:
 - a. Compensation for authorized Extra Services as defined in Paragraph C shall be hourly at the rates indicated in the attached rate schedule.

G. Insurance Coverage:

1. Professional Liability \$1,000,000 per claim

H. Use of Documents:

1. The use of CAD files by Contractor is prohibited without written authorization and suitable additional compensation to Capital Engineering Consultants, Inc.

Please call should you have any questions.

Thank you for the opportunity to offer our services.

Very truly yours,

CAPITAL ENGINEERING CONSULTANTS, INC.

John Lionakis M.E.
Senior Principal

Capital Engineering Consultants, Inc.

2014 Billing Rates

Sr. Principal	\$220.00 / hour
Principal	\$200.00 / hour
Director	\$190.00 / hour
Sr. Project Manager	\$175.00 / hour
Project Manager	\$165.00 / hour
Field Services	\$160.00 / hour
Senior Engineer	\$145.00 / hour
Engineer	\$135.00 / hour
Senior Designer	\$125.00 / hour
Designer	\$115.00 / hour
Technician / CADD	\$105.00 / hour
Project Administrator	\$90.00 / hour
Sr. Admin.	\$60.00 / hour
Clerical / Admin.	\$40.00 / hour

Reimbursable Expenses

Reimbursable expenses include: Postage other than for general correspondence; plan check permit and inspection fees required by governing bodies; plotting of CADD originals; printing and reproduction costs applicable to project submissions to client or review agencies; toll calls; Overnight or daily delivery service when required to meet a need of the client not the fault of the Engineer or to meet a previously agreed to submission date.

Reimbursable expenses will be billed at actual cost plus a service charge of 10%.

CECI Tax ID No. 94-1492674



October 15, 2014

John Webre
Dreyfuss & Blackford
3540 Folsom Blvd.
Sacramento, CA 95816

Project: Fairfield Transportation Center Expansion
Subject: Electrical Consulting Engineering Fee Proposal for Design-Build Approach

Dear John:

The Engineering Enterprise is pleased to provide a fee proposal for limited consulting electrical engineering services on the above subject project as outlined in this document.

1.0 Project Description

1.1 Overview

- A. The project consists of a five-story, 600-space parking structure (Phase 1), including provisions to add a second five-story, 600-space parking structure addition (Phase 2), located in the City of Fairfield, California.
- B. Project shall be designed so that entire structure may be constructed in one phase if funds allow.
- C. Both core/shell construction and interior improvements will be included in project scope.
- D. Site shall include lighted pathways/walkways and landscape areas.

1.2 Electrical Systems and/or Features

- A. Incoming power and telephone services.
- B. Site distributed infrastructure.
- C. Power distribution system.
- D. Power connections to all motors.
- E. Grounding and transient voltage surge protection system.
- F. Branch circuiting of all devices, equipment, and appliances.
- G. Interior lighting and lighting control system.
- H. Emergency/egress lighting system.
- I. Exterior lighting and controls for pathways/walkways and landscape areas.
- J. Fire alarm system.
- K. Telecommunication system.
- L. Public address system.
- M. Security system.

2.0 Scope of Services

2.1 Overview:

- A. The Engineering Enterprise shall provide limited consulting electrical engineering services, which generally includes the following:
 - 1. Establish the electrical program requirements for the project.
 - 2. Develop the project design and materials criteria.
 - 3. Preparation of design-build bid documents to include drawings, specifications and performance criteria package.
 - 4. Assist in the selection of bidding contractors.
 - 5. Evaluation of bid proposals by bidding contractors for conformity with bid documents.
 - 6. Review of contractor's construction documents and materials submittal.
 - 7. Periodic attendance at site construction meeting and review of electrical installation.
- B. The design-build electrical contractor shall be responsible for the following design services in addition to their normal construction services:
 - 1. Attendance at design coordination meetings.
 - 2. Preparation of detailed final construction documents. These documents shall be prepared and stamped under the supervision of a registered professional electrical engineer retained by the electrical contractor. Documents shall include all load calculations, short circuit analysis, coordination study, and Title 24 calculations.
 - 3. Coordination of design with Owner, Architect, other design team members, serving utility companies, and building inspection authorities.

2.2 Programming/Schematic Design Phase

- A. Review the program requirements developed by the Owner and Architect to assist in the development of our bid criteria package.
- B. Prepare our own analysis of the electrical systems as related to the program requirements and offer recommendations.
- C. Attend selected meetings with the design team and Owner to obtain and coordinate information related to the electrical systems and site utilities.
- D. Contact utility companies to begin coordination of incoming services.
- E. Perform electrical load analysis on a watt per square foot basis.
- F. Determine space allotments for electrical distribution and telephone equipment.
- G. Confer with other project consultants to determine estimated electrical loads for HVAC, plumbing, vertical transportation equipment, etc.

2.3 Criteria Development/Bid Package Phase

- A. Establish criteria for the power distribution systems and prepare a power single line diagram.
- B. Prepare a detailed motor summary schedule outlining the horsepower and location of each piece of equipment.

- C. Establish lighting fixture spacing criteria and set fixture performance and quality standards.
- D. Establish outlet locations and branch circuiting criteria.
- E. Establish performance and functional criteria for the fire alarm/life safety system.
- F. Prepare detailed material specifications outlining the quality and performance requirements for material to be supplied and installed by the electrical contractor.
- G. Prepare detailed engineering guidelines outlining the coordination, design, documentation, calculations and submittal requirements of the bidding design-build electrical contractors.
- H. Prepare responsibility matrix delineating the interface requirements of Division 16 work with all other trades.

2.4 Bidding Phase

- A. Assist in the preparation of the electrical bid list, bid form and instructions to bidders.
- B. Interpret construction documents and prepare written response to clarification requests from bidders.
- C. Review bid responses and proposed value engineering items.
- D. Attend interview sessions with selected low bidders to verify compliance with bid documents and assist with the selection process.

2.5 Construction Document Preparation Phase

- A. Periodically review electrical contractor's detailed construction documents and calculations to verify compliance with the design criteria in the bid documents. Reviews shall occur at 50% and 100% completion stages of construction documents.
- B. Review contractor's final material and supplier list.

2.6 Construction Administration Phase

- A. Review shop drawings, submittal data, and record "as-built" drawings for compliance with the electrical bid documents. This review will be performed after the contractor's engineer of record has completed their review of same documents and stamped with their approval.
- B. Visit site two times to verify compliance with construction documents, review the final installation and prepare a punch list of all deficient items requiring correction by the contractor.

3.0 Extra Services not Included

3.1 Special Studies

- A. Special environmental impact investigations and related research. Such studies are not anticipated under this proposed agreement.
- B. Leadership in Energy and Environmental Design (LEED) related services.
- C. Life cycle cost analyses and energy effectiveness studies.

3.2 Design Services

- A. Redesign for reasons not the fault of The Engineering Enterprise, including the following:
 - 1. Changes in project scope or Owner requirements following the approval of scope and compensation outlined in this document.

2. Changes to project drawings following the Owner's approval of documents submitted by The Engineering Enterprise at the completion of the Criteria Development Phase.
 3. Modifications of the electrical bid criteria and negotiation of price impact on electrical work due to revised mechanical motor loads or control requirements proposed by the selected design-build mechanical contractor.
- B. Design services related to the preparation of electrical construction documents.
 - C. Services to provide designs for deductive or additive alternate bid items.
 - D. Employment of special sub-consultants at the request of the Owner or Architect.
 - E. Structural analysis or structural and seismic design of equipment anchorage and support systems.
 - F. Preparation of construction cost estimates and detailed quantity take-offs.
 - G. Development of design criteria related to building management system or temperature control system.

3.3 Construction Administration Services

- A. Preparation of maintenance or operating manuals.
- B. Preparation of record "as-built" documents.
- C. System commissioning.
- D. Trips to the construction site in excess of those listed in Scope of Services above.
- E. Reviews of change orders that are the result of Owner generated changes, or are generated by other disciplines and/or consultants.

4.0 Additional Understandings

4.1 Materials and Services Provided by the Architect

- A. Informational and coordination prints of project architectural, structural, civil, landscape, mechanical, etc. drawings as required, and at times requested, by The Engineering Enterprise for the performance of services outlined herein.
- B. Base floor plans and site plan(s) compatible with Windows operating system and in a format readable by the AutoCAD 2014 computer aided drafting program. Include architectural title blocks adapted for this project.
- C. Reproduction of drawings, specifications and reports for in-house distribution to the Architect's staff and record copies of construction documents for the consultant's use.

4.2 Scope Clarifications

- A. The electrical design-build bid documents will be issued for bid two weeks after the mechanical design-build contractor is selected and load criteria is provided to The Engineering Enterprise. This two week period is needed to incorporate the final motor loads into the electrical criteria.
- B. The Engineering Enterprise will establish the lighting and outlet load parameters for Title 24 Energy Standards, however, the design-build contractor is responsible for preparing the final Title 24 compliance documents.
- C. The selection and placement of landscape lighting fixtures will be performed by the landscape architect. The Engineering Enterprise will include the fixture specifications and control requirements in the electrical criteria documents.

5.0 Terms and Conditions of Service

5.1 Warranty

The Engineering Enterprise makes no warranty, either expressly or implied, as to our findings, recommendations, specifications or professional advice, except that these were promulgated after being prepared in accordance with generally accepted professional engineering practices.

5.2 Third Party Liability

The Engineering Enterprise does not guarantee the completion of performance contracts by the construction contractor(s) or other third parties, nor is it responsible for their acts or omissions, or for the safety of the contractor('s) work.

6.0 Compensation

6.1 Basic Services

Service described under Section 2.0, Scope of Services, will be performed for the lump sum fee values outlined below:

PROJECT PHASE	FEE
Programming/Schematic Design Phase:	\$ 6,800
Criteria Development/Bid Package Phase	\$ 9,400
Bidding Phase	\$ 800
Construction Document Preparation Phase	\$ 2,200
Construction Administration Phase	\$ 2,700
TOTAL FEE	\$ 21,900

6.2 Extra Services

Compensation for Extra Services as defined in Paragraph 3.0 shall be paid hourly for all authorized services rendered and at the rates indicated below:

A. Principal	\$210/hour
B. Associate	\$190/hour
C. Project Engineer/Project Manager	\$160/hour
D. Lighting Designer	\$145/hour
E. Designer	\$130/hour
F. CAD Technician	\$105/hour
G. Project Coordinator	\$100/hour
H. Administration	\$ 75/hour
I. Delivery	\$ 55/hour

7.0 Payment


Invoices for services will be issued monthly and shall be due and payable upon receipt. A yearly carrying charge of eighteen percent (18%) will be added to each invoice thirty days delinquent. No carrying charge will be incurred if invoices are paid in full within sixty (60) days of the date of the invoice.

It is understood that this letter constitutes the entire agreement between the parties and that there are no conditions, agreements, or representations between the parties except as expressed herein.

If a court of competent jurisdiction finds this agreement, or any portion of this agreement, to be invalid, unlawful, or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained in this agreement and all provisions of all other agreements between the parties shall not in any way be affected or impaired by the finding of invalidity, illegality, or unenforceability.

Please indicate your approval of the foregoing proposal by signing in the space provided below and by returning one copy of this agreement to our office at your earliest convenience.

By: _____ Date: _____
for Dreyfuss & Blackford
John Webre, Principal

By:  _____ Date: October 15, 2014
for The Engineering Enterprise
Scott Wheeler, Principal

cc: Jonathan Friedman, TEE

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EDD REPORTING REQUIREMENTS CHECKLIST

Effective January 1, 2001 the State Employment Development Department (EDD) requires the following.

Please complete the following: (To be complete by the department)

Department: _____ Date of Contract: _____
Authorized by Res. No.: _____ Contract Expiration Date: _____
Person Reviewing EDD Requirements: _____ Phone: _____

EDD REPORTING REQUIREMENTS: When CITY executes an agreement for or makes payment to CONSULTANT in the amount of \$600 (six hundred dollars) or more in any one calendar year, CONSULTANT shall provide the following information to CITY to comply with EDD reporting requirements:

- A. Whether CONSULTANT is doing business as a sole proprietorship, partnership, limited liability partnership, corporation, limited liability corporation, non-profit corporation or other form of organization.
- B. If CONSULTANT is doing business as a sole proprietorship, CONSULTANT shall provide the full name, address and social security number or federal tax identification number of the sole proprietor.
- C. If CONSULTANT is doing business as other than a sole proprietorship, CONSULTANT shall provide CONSULTANT's federal tax identification number.

Dear Contracting Company:

Pursuant to your contract with the above-mentioned CITY of Fairfield Department, you are required to complete box 1 AND box 2 below.

Please indicate the type of business and provide the information requested:

BOX 1

NAME AND ADDRESS	
FULL NAME	Dreyfuss & Blackford Architects
ADDRESS	3540 Folsom Blvd.
CITY, STATE, ZIP	Sacramento, CA 95816

AND

BOX 2

X Box	TYPE OF BUSINESS	SOCIAL SECURITY NUMBER AND/OR FEDERAL ID NUMBER
	SOLE PROPRIETORSHIP	
	PARTNERSHIP	
	LIMITED LIABILITY PARTNERSHIP	
X	CORPORATION	94-2731635
	LIMITED LIABILITY CORPORATION	
	NON-PROFIT CORPORATION	
	OTHER FORM OF ORGANIZATION	

PLEASE RETURN THIS FORM WITH THE SIGNED CONTRACT TO THE CITY OF FAIRFIELD